

**MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN MONTEREY COUNTY AND
THE CITY OF SALINAS
FOR THE IMPLEMENTATION AND MAINTENANCE OF AN INFORM CAD TO INFORM
RMS INTEGRATION APPLICATION PROGRAMMING INTERFACE**

This Memorandum of Understanding (hereinafter referred to as "MOU"), is between The County of Monterey (hereinafter referred to as "County") and City of Salinas (hereinafter referred to as "City") and collectively referred to as "Parties".

RECITALS

- A. **WHEREAS**, the agencies receiving 9-1-1 dispatch services through the Monterey County Emergency Communications Center have collectively contracted for, and purchased the TriTech Inform Computer Aided Dispatch (CAD) system from TriTech Software Systems (TriTech); and
- B. **WHEREAS**, Salinas has purchased a TriTech Inform Records Management System (RMS) from TriTech; and
- C. **WHEREAS**, Salinas desires to receive pertinent data from the TriTech Inform CAD system through a specifically designed Inform CAD to Inform RMS Integration Application Programming Interface (Inform CAD/RMS Integration API);

Therefore, County and City agree as follows:

1. Responsibilities of Parties:

- a. City shall contract directly with TriTech for the planning, development, installation, testing, and maintenance of the Inform CAD/RMS Integration API and shall be directly responsible to TriTech for these costs.
- b. The parties acknowledge that in performing these services for City, TriTech may bill County for certain costs in order to implement and maintain the Inform CAD/RMS Integration API on City's behalf. City shall be responsible for all costs sought by TriTech from County associated with the Inform CAD/RMS Integration API purchased by City. City will preview and approve any proposed Inform CAD/RMS Integration API associated expenditures to be made by the County. County will make no expenditures in connection with the Inform CAD/RMS Integration API unless the City has provided its advance consent in writing. City shall provide County with written consent within twenty (20) days after receipt of notification of proposed Inform CAD/RMS Integration API expenditures from County.
- c. City will be responsible for any County human resources costs directly attributable to the Inform CAD/RMS Integration API, e.g., additional training, additional staff assigned per shift, additional hires, that are required to implement, operate and maintain the Inform CAD/RMS Integration API. County will make no expenditures related to these human resources costs unless the City has provided its advance consent in writing. City shall provide County with written consent within ten (10) days after receipt of notification of proposed Inform CAD/RMS Integration API human resources expenditures from County.
- d. As set forth in paragraph 1.b., above, the parties acknowledge that TriTech may seek support and maintenance costs from the County that are associated with the Inform CAD/RMS Integration API. As set forth in paragraph 1.b., above, City agrees that it is responsible for these costs. County will bill City annually for support and maintenance costs, if any, related

MOU FOR INTEGRATION, USE AND MAINTENANCE OF INFORM CAD/RMS INTEGRATION API

to the Inform CAD/ RMS integration API. All Inform CAD/RMS Integration API costs will be itemized in the 9-1-1 Services Invoice provided by County to City and will be reviewed between the County and City as needed or at least annually.

2. Term of MOU. This MOU is effective from January 1, 2018 through December 31, 2022, unless terminated pursuant to the terms of this MOU.
3. Termination: County may terminate this MOU for cause, including but not limited to non-payment of the Inform CAD/RMS Integration API related costs specified in this MOU. County will provide City with 180 days' advance written notice of intent to terminate and shall be entitled to terminate as indicated if the City has failed to cure or remedy the stated reason for termination. City may terminate this MOU for cause, including but not limited to County's failure to facilitate TriTech's deployment of and ongoing maintenance and support of the Inform CAD/RMS Integration API. City will provide County with 180 days' written notice of intent to terminate and shall be entitled to terminate as indicated if County has failed to cure or remedy the stated reason for termination.
4. WARRANTY: COUNTY DOES NOT MAKE ANY REPRESENTATION WITH RESPECT TO AND DOES NOT WARRANT OR GUARANTEE ANY COMPUTER APPLICATION, INSTALLATION, INTERFACE, COMPONENTS OR EQUIPMENT, OR ONGOING SUPPORT OR MAINTENANCE PROVIDED UNDER THIS MOU. COUNTY SHALL PERFORM THE OBLIGATIONS SET FORTH IN THIS MOU IN GOOD FAITH. CITY AGREES THAT COUNTY SHALL NOT BE LIABLE FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY NATURE WHATSOEVER THAT IT INCURS RESULTING FROM THE INFORM CAD/RMS INTEGRATION API, FOR ANY ERRORS OR FLAWS IN THE RMS INTEGRATION API, OR FOR ANY HARM OR DAMAGE THAT CITY INCURS THAT IS CONNECTED TO THE INFORM CAD/RMS INTEGRATION API IN ANY WAY.
5. Transfer of Rights and Obligations. The rights and obligations of the parties under this MOU may not be sold, assigned, or otherwise transferred.
6. Mutual Comparative Indemnity:
 - a. County shall indemnify, defend, and hold harmless City, its officers, agents and employees from any claim, liability, loss, injury or damage arising out of, or in connection with, performance of this MOU by County and/or its agents, employees or sub-contractors, excepting only loss, injury or damage caused by the negligence or willful misconduct of personnel employed by the City. The County shall reimburse the City for all costs, attorneys' fees, expenses, and liabilities incurred with respect to any litigation in which the County is obligated to indemnify, defend and hold harmless the City under this MOU.
 - b. City shall indemnify, defend, and hold harmless County, its officers, agents and employees from any claim, liability, loss, injury or damage arising out of, or in connection with, performance of this MOU by City and/or its agents, employees or sub-contractors, excepting only loss, injury or damage caused by the negligence or willful misconduct of personnel employed by the County. The City shall reimburse the County for all costs, attorneys' fees, expenses and liabilities incurred with respect to any litigation in which the City is obligated to indemnify, defend and hold harmless the County under this MOU.
 - c. The obligations to indemnify, defend, and hold harmless set forth in this paragraph 6 shall survive the termination of this MOU and shall extend to the expiration of the statute of limitations applicable to claims arising out of this MOU.

7. Mutual Insurance Coverage Requirements: It is understood that County are both self-insured public agencies and without limiting their respective duties to indemnify the other, shall each maintain in effect throughout the term of this MOU self-insurance and/or insurance with the following minimum limits of liability:
- a. Commercial general liability insurance, including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broad form Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.
 - b. Business automobile liability insurance, covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this MOU, with a combined single limit for Bodily Injury and Property Damage of not less than \$500,000 per occurrence.
 - c. Workers' Compensation Insurance, if CONTRACTOR employs others in the performance of this MOU, in accordance with California Labor Code section 3700 and with Employer's Liability limits not less than \$1,000,000 each person, \$1,000,000 each accident and \$1,000,000 each disease.
 - d. Professional liability insurance, ***if required for the professional services being provided***, (e.g., those persons authorized by a license to engage in a business or profession regulated by the California Business and Professions Code), in the amount of not less than \$1,000,000 per claim and \$2,000,000 in the aggregate, to cover liability for malpractice or errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a "claims-made" basis rather than an occurrence basis, then each shall, upon the expiration or earlier termination of this MOU, obtain extended reporting coverage ("tail coverage") with the same liability limits. Any such tail coverage shall continue for at least three years following the expiration or earlier termination of this MOU.
8. Binding MOU. This MOU is binding upon County and City and upon the directors, officers, employees, and agents of each.
9. Severability: If any part, term or provision of this MOU shall be held void, illegal, unenforceable, or in conflict with any law of a Federal, State or Local Government having jurisdiction over this MOU, the validity of the remaining portions or provisions shall not be affected thereby.
10. Amendment. This MOU may be amended or modified only by an instrument in writing signed by all the parties hereto.
11. Waiver. Any waiver of any terms and conditions hereof must be in writing and signed by the parties hereto. A waiver of any of the terms and conditions hereof shall not be construed as a waiver of any other terms or conditions in this MOU.
12. Successors and Assigns. This MOU and the rights, privileges, duties, and obligations of the parties hereunder, to the extent assignable or delegable, shall be binding upon and inure to the benefit of the parties and their respective successors, permitted assigns, and heirs.
13. Compliance with Applicable Law. The parties shall comply with all applicable federal, state, and local laws, rules, and regulations in performing this MOU.
14. Heading. The section and paragraph headings are for convenience only and shall not be used to interpret the terms of this MOU.

MOU FOR INTEGRATION, USE AND MAINTENANCE OF INFORM CAD/RMS INTEGRATION API

15. Time is of the Essence. Time is of the essence in each and all of the provisions of this MOU.
16. Governing Law. This MOU shall be governed by and interpreted under the laws of the State of California. The venue for any actions arising out of this MOU shall be in the Superior Court of California, in Monterey County, California.
17. Construction of MOU. The parties agree that each party has fully participated in the review and revision of this MOU and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this MOU or any amendment hereto.
18. Counterparts. This MOU may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same MOU.
19. Authority. Any individual executing this MOU on behalf of an entity represents and warrants hereby that he or she has the requisite authority to enter into this MOU on behalf of such entity and bind the entity to the terms and conditions of the same.
20. Integration. This MOU, including any exhibits hereto, shall represent the entire MOU between the parties with respect to the subject matter hereof and shall supersede all prior negotiations, representations, or agreements, either written or oral, between the parties as of the effective date hereof.
21. Notices. For purposes of this MOU, the following are designated as the parties' respective contacts and principal agents. Each party reserves the right to designate a different contact/agent upon giving written notice to the other party:

| | |
|-------------------------------------|-------------------------|
| COUNTY of Monterey | City of Salinas |
| Emergency Communications Department | Chief of Police |
| William Harry, Director | Adele Fresé |
| 1322 Natividad Road | 222 Lincoln Avenue |
| Salinas, CA 93906 | Salinas, CA 93901 |
| (office) 831-769-8880 | (831) 758-7286 |
| (fax)831-769-8896 | |
| Harryw1@co.monterey.ca.us | adelef@ci.salinas.ca.us |

COUNTY OF MONTEREY

By: _____

Print Name: _____

Title: _____

Date: _____


Approved as to Form

By _____

Printed Name: _____
Deputy County Counsel

Date: _____

AGENCY

By: 

Print Name: Adele Fresé

Title: Chief of Police

Date: 9/19/17

Approved as to Form

By 

Printed Name: Christopher A. Bailien
City Attorney

Date: September 19, 2017